

1 **STATE OF GEORGIA**  
2 **COUNTY OF FULTON**  
3 **CITY OF SOUTH FULTON**

**RES2019-042**

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5  
6 **A RESOLUTION AUTHORIZING THE USE OF FEDERAL WORK-STUDY**  
7 **STUDENTS FROM GEORGIA STATE UNIVERSITY AND FOR OTHER PURPOSES**  
8

9 **(Sponsored by Councilperson Gilyard)**

10  
11 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly  
12 organized and existing under the laws of the State of Georgia;

13  
14 **WHEREAS**, the Mayor and Council ("City Council") is the duly elected governing  
15 authority of the City;

16  
17 **WHEREAS**, the City Council finds that participation in the federal work study  
18 program offered by Georgia State University will be an asset to the City;

19 **WHEREAS**, the City Council desires to authorize the use of federal work study  
20 students from Georgia State University help encourage student exposure to local  
21 government operations;

22 **WHEREAS**, the City finds this Resolution to be in the best interests of the City.  
23

24 **THEREFORE, IT IS NOW RESOLVED BY THE COUNCIL OF THE CITY OF**  
25 **SOUTH FULTON, GEORGIA**, as follows:

26 **Section 1.** NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby  
27 authorizes the City Manager to execute the federal work study agreement with Georgia State  
28 University, in substantially the form attached hereto, subject to approval as to form by the City  
29 Attorney prior to such execution.

30 \*\*\*\*\*

31 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All  
32 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,  
33 upon their enactment, believed by the City Council to be fully valid, enforceable and  
34 constitutional.

35 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,  
36 clause or phrase of this Resolution is severable from every other section, paragraph,

37 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause  
38 or phrase of this Resolution is mutually dependent upon any other section, paragraph,  
39 sentence, clause or phrase of this Resolution.

40 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution  
41 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise  
42 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is  
43 the express intent of the City Council that such invalidity, unconstitutionality or  
44 unenforceability shall, to the greatest extent allowed by law, not render invalid,  
45 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,  
46 sentences, paragraphs or sections of the Resolution.

47 **Section 3.** The city attorney and city clerk are authorized to make non-substantive  
48 editing and renumbering revisions to this Resolution for proofing, codification, and  
49 supplementation purposes. The final version of all ordinances shall be filed with the city  
50 clerk.

51 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless  
52 provided otherwise by the City Charter or state and/or federal law.  
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55  
56 THIS RESOLUTION adopted this 10 day of Sept 2019.

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58 **CITY OF SOUTH FULTON, GEORGIA**  
59

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63 WILLIAM "BILL" EDWARDS, MAYOR  
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65  
66 ATTEST:

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69  
70 S. DIANE WHITE, CITY CLERK  
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72  
73 APPROVED AS TO FORM:

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75   
76  
77 EMILIA C. WALKER, CITY ATTORNEY  
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The foregoing RESOLUTION No. 2019-042, adopted on September 10, 2019 was offered by Councilmember Rowell, who moved its approval. The motion was seconded by Councilmember Willis, and being put to a vote, the result was as follows:

|                               | AYE                  | NAY               |
|-------------------------------|----------------------|-------------------|
| William "Bill" Edwards, Mayor | <u>          </u>    | <u>          </u> |
| Mark Baker, Mayor Pro Tem     | <u>      X      </u> | <u>          </u> |
| Catherine Foster Rowell       | <u>      X      </u> | <u>          </u> |
| Carmalitha Lizandra Gumbs     | <u>      X      </u> | <u>          </u> |
| Helen Zenobia Willis          | <u>      X      </u> | <u>          </u> |
| Gertrude Naeema Gilyard       | <u>      X      </u> | <u>          </u> |
| Rosie Jackson                 | <u>      X      </u> | <u>          </u> |
| khalid kamau                  | <u>      X      </u> | <u>          </u> |



**FEDERAL WORK-STUDY PROGRAM  
OFF-CAMPUS AGREEMENT**

This agreement is entered into between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter known as the "University," and City of South Fulton hereinafter known as the "Organization," a federal, state, or municipal agency, or a private, nonprofit organization, for the purpose of providing community service jobs for students eligible to participate in the Federal Work-Study Program (FWS).

- A. Exhibits to be attached to this agreement from time to time must be signed by an authorized official of the University and the Organization and must set forth: a brief description of the work to be performed by students under this agreement, the total number of students to be employed, the hourly rates of pay, the total length of time the project is expected to run, and the average number of hours per week each student will be used.
- B. Students will be made available to the Organization by the University to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the University, with or without the request of the Organization.
- C. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as disabled veteran or Vietnam era veteran. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat.252), Title IX of the Education Amendments of 1972 (Pub. L. 92-318), and the Regulations of the Department of Education which implement those Acts.
- D. The Organization has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The University is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work-Study Programs, to referring students to work for the Organization, and to determining that the students do perform their work in fact.
- E. Compensation for work performed on a project under this agreement will be disbursed by the University. All payments due as an employer's contribution under State or local workers' compensation laws, under federal or State social security laws, or under any other applicable laws, will be made by the University.
- F. The student will be paid by the University based on the established hourly rate and number of hours worked. A written record of hours worked (indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported) shall be signed by the Organization and submitted by the student to the University on a biweekly basis prior to the release of payment to the employed student. Hours worked shall be in accordance with the applicable Exhibit issued by authorized signature of both the Organization and the University.
- G. Transportation for students to and from work assignments will not be provided by either the University or the Organization.



**H. Organization agrees to:**

1. Employ under this program only those college students who have accepted Federal Work-Study awards offered by the University.
2. Provide to qualified students work that:
  - a. will be in the public interest and would not otherwise be provided;
  - b. will not result in the displacement of employed worker or impair existing contracts for services;
  - c. will be governed by such conditions of employment, including compensation, as are appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee, and in compliance with all local, State, and federal law;
  - d. will be related, whenever possible, to the student's educational objective.
3. Provide to those qualified students professional direction and see that the work to be performed by the student:
  - a. is responsibly supervised consistent with the purpose of the Federal Work Study program;
  - b. does not involve political or religious activity; and
  - c. does not involve the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.
4. Provide work to students under this program in accordance with limitations as set forth in the applicable Exhibit, attached hereto and hereby made a part of this agreement.
5. Accept all normal and legal employer responsibilities including liability for job-related injuries. The Organization will control and direct the services of the students hired. It agrees to provide employee orientation which includes information about hours of work, place of work, working conditions, and briefing on safety and standards of conduct, and familiarity with Organization procedures.
6. Not accept voluntary services from students hired under the Federal Work-Study Program.
7. Pay directly to students' full amounts due them for hours worked in excess of certified Federal Work-Study allocation, in accordance with the Fair Labor Standards Act, as amended, and as reported in a manner specified by the University.
7. Report hours worked by students employed under this agreement in a manner specified by the University and to establish and maintain work records.
8. Submit all required documents for this program in a timely manner, including job descriptions, notice changes to job descriptions, and job referral notice.
9. Permit representatives of the University to perform on-site visitations from time to time in order to become familiar with the off-campus project and ensure that proper procedures are followed.

**I. University agrees to:**

1. Determine student eligibility for employment under the Federal Work-Study Program in accordance with the regulations established by the US Department of Education.
2. Refer for employment only students eligible for this program who have been offered the opportunity for employment under the Work-Study program.



3. Notify the Organization on a monthly basis of any student who becomes ineligible via a report that indicates student work-study award, amount paid, and amount remaining.

**J. This Agreement:**

1. Shall be subject to the availability of funds granted to the University for this program. It shall also be subject to the provisions of legislation and regulations pertaining to the Federal Work-Study program adopted subsequently.
2. May be amended upon mutual written consent of the Organization and the University.
3. May be terminated by mutual consent or upon thirty (30) days' written notice by either party to the other.
4. Terminates if no student placements under this Agreement occur for a period of one year (July 1 to June 30).



In witness hereof, the parties hereto have executed this Agreement.

ORGANIZATION INFORMATION

By: ODIE DONALD

Sept. 10, 2019

Name of Organization's Representative (please print)

Date

Signature of Organization's Representative

470-809-7737

Telephone No.

ODIE. DONALD @ CITY OF SOUTH FULTON GA.

Email address

City of South Fulton

Name of Organization

5440 Fulton Industrial Blvd., SW

Street Address

Atlanta, GA 30336

City, State, Zip

city Attorney: EL

INSTITUTION INFORMATION

By:

James Blackburn, Associate Vice President, Student Financial Services

Date

Signature of University Representative

For Office Use Only:

Comments:



INSTITUTION INFORMATION

By:

Dr. Allison Calhoun-Brown, Interim Vice-President, Student Affairs

Date

Signature of University Representative